

Daily Eagle

M. M. MURDOCK, Editor.
M. M. MURDOCK & CO., Publishers and Proprietors.

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TO ADVERTISERS.
Our rates of advertising are as low as those of any other paper of equal value in an advertising medium. All transient advertisements must be paid for in advance.

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Dr. Johnson is exhibiting some very fine specimens in amateur photography.

Wichita will soon be able to boast the only Quaker university in the world.

The teachers held a general meeting yesterday afternoon and reported good progress in the schools.

Mr. C. Hines and wife left for New York yesterday on a telegram announcing the death of his mother.

The premium list of the Sedgewick County Fair association is now in the hands of the printers.

The board of education will hold a called meeting today at four o'clock for the transaction of general business.

The attraction of this evening will be the annual meeting of the Y. M. C. A. to be held in the new Y. M. C. A. building.

The display of fruits and farm products at the board of trade rooms attracted quite a large number of lady visitors yesterday.

R. P. Murdock, the Eagle's business manager, and his wife and son, who has been a student, returned home yesterday.

The remains of Prof. Hilliard arrived in South Perry, Ok., last Monday. The funeral was held on Tuesday and was largely attended.

Chief Walden of the fire department returned from Kansas City yesterday where he has been attending the national convention of chiefs.

Mr. H. G. Toler and wife will leave today to attend the Topeka state fair. Mr. Toler intends to enter "Ashland Wilkes" in the 230 stallion trot and says he will "go broke" on his winning.

Some young lady had a good chance to secure the vacancy caused by the resignation of the clerk of the board of education until some one of unquestionable influence put her foot down on the idea.

W. Y. Zittel, with the Jacob Dold packing team, lost his liberal reward for his return to him at the packing house. Read the description in the last column.

The infant of Mr. and Mrs. J. S. Virtue, of 1611 East First street, died yesterday at 3:30 o'clock. It was two weeks and two days old. The funeral will be from the residence at 10 o'clock this morning.

Mr. J. J. McNamara, of Munson & McNamara, returned a few days ago from the East. New York City. He was also in the East and the choicest articles in his line were bought and will be announced later on.

C. C. Ludlum, the efficient postmaster at Manhattan, six miles east of this city, has been notified by the department that the name of the office has been changed to Minnehaha. The change will take effect October 1.

Mr. C. G. Cohn, of the Boston store, returned Sunday morning from the east, where he went some six weeks ago to buy his fall stock, and returns with the assurance that he has a stock that will surprise every one.

Major Roberts, of Governor Hovey's staff, was introduced to an audience in Arkansas City as the only unmarried man in the governor's party and the only one who was a wife. The major had to explain his situation of natural heir. The ladies thought it "just two men."

The representative of Masons Musical Chant was explaining the beauty of his method and undertook to give a practical illustration with Messrs. Campbell and Fletchley representing the scholars. This is nothing about the method, however, and it will probably work all right on the pupils.

Mrs. Jennie Kellner and Mrs. Sallie Armstrong have returned from a visit to their brother, Mr. Tom Sorrell, at Rogers, Ark. They report an exceedingly pleasant visit, spending about ten days camping out with a large party, and that everyone was exceedingly anxious to learn all they could about the Peoria Princess.

Will Lynch received a telegram Monday morning from John Mohen, at Santa Monica, Cal., announcing the death of the latter's father at that place the evening before. "Junnie" Mohen was well and favorably known to many old Wichitans and they will be sorry to hear of his death and his widow will have their sympathy in her bereavement.

Before the public reception given Governor Hovey Saturday, at the Carey, Misses May Pearce, Ruth and Nora Woolly, Mr. Enoch Woolly and family, and Mrs. John and William Minick were entertained by the governor. They are all from the governor's home in Indiana. Dr. John Minick having served under Governor Hovey, and Miss Pearce's father having been an intimate friend of the governor.

Last evening Miss Mattie Ferguson entertained a number of her friends at her home, 15 West Lewis. Among those present were Misses Nannie Oliver, Mary Selway, Hattie Cobb, Messrs. W. A. Jones, Will Cobb, Vic Washburn and H. L. Snyder. The evening was spent in different games, after which they were invited to partake of the delicacies of the season. They departed at a late hour having enjoyed themselves hugely.

THE CITY COUNCIL.

LIGHT CONTRACT STILL UNDER ADVISMENT.

Main Street is to be paved with Fort Collins Sand Stone From Lewis to Park.

The city council met last night in adjourned session with Mayor Clement in the chair and Messrs. Healy, Carson, Downing, Schnitzler, Johnson, Barnes, Glaze, Coffin, Wright, Williams, Mercer and Herbig present. The reading of the minutes was dispensed with and the mayor announced that the unfinished business from the last meeting would be taken up. In accordance with this announcement several sidewalk petitions were read and disposed of by referring to the representatives of the different wards, those having the recommendation of the aldermen of the ward were allowed. Other petitions for light were referred to the committee on light and water. A petition to grade Central avenue east from Emporia was read and placed on file and the engineer instructed to prepare estimates for the improvement. A petition to improve Park street between Lawrence and Emporia was referred to the public improvement committee. A communication recommending Mr. Chris Ripple as meat inspector was read and placed on file.

A communication was read from the Wichita & Western railway, stating that the lowering of their grade from the river side to city limits was a serious matter, calling for the most lengthy consideration (this was all). Received and placed on file.

The engineer's estimate for gutter and curb on Williams street from Lawrence to Topeka was \$508.90, or \$1.88 per lineal foot.

On motion the clerk was instructed to advertise for bids for curb and gutter on both sides of Douglas from Mosely to Washington.

A request for sidewalk on Topeka from Eleventh to thirteenth was granted.

Resolved, That Third street be paved between Main and Market, also curbed and guttered. Carried unanimously. Also Central avenue from Main to Market, with curbing. Also Elm from Main to Market and curbing.

On motion the clerk was instructed to advertise for bids for said pavements for four weeks.

On motion the various street railways were notified to take up all superfluous and unused tracks, and same were declared a nuisance. The clerk was further instructed to notify all the companies.

Bids for the construction of House No. 3 were next opened and read and action deferred.

The bids were as follows: Thomas Case \$4,000; N. Hartel \$4,248; W. P. Stern, 4,300; A. A. Nixon \$4,185; J. L. Leonard \$4,238; Robert M. Jack \$4,000; Weeks & Co. \$4,350; W. H. Sternberg \$4,304; J. J. Barr \$4,887.

The reason for deferring action was the hope that the two lowest bidders might make an arrangement by which one would withdraw and leave the work free to award the contract to the other.

A communication was read from Col. Taylor asking for the board bill of the judges of election, which subject had been under discussion before. As a last resort to gain time it was referred to the city attorney for a report.

An ordinance appropriating the engineer's thirteenth estimate of \$6,454.21 to Sullivan & Steinmetz on account of the sewer construction was passed.

An ordinance appropriating \$80 to Hannibal & Mercer for damage to horse and back by falling in the sewer was allowed.

An attempt was made to bring up the meat inspector ordinance, but it was found that a motion had been made which deferred legal action until the regular meeting Monday next.

An ordinance widening the west side of Water street south of the Wichita & Western by condemnation proceedings was deferred.

An ordinance establishing the grade of the streets that are likely to be paved was read and adopted. It also establishes the grade of all streets that are not already covered by ordinance.

An ordinance providing for a contract between the city and the Wichita Electric Light and Power company for at least one-half of the entire lights of the city at \$8.00 per light per month of 2,000 candles was read and passed.

The duration of the contract was five years and the ordinance was drawn by the city attorney. An ordinance supposed to cover the same ground and drawn by the company was next read. The rate in this ordinance is \$8 per light per month as well, without relinquishing former claims against the city and except by its phraseology that at least fifty-six lights shall be ordered.

The proposition was read from the Wichita Electric Light & Power company to furnish one-half the lights of the city for \$8 per light per month.

On motion the first ordinance as drawn by the city attorney was placed on its passage. The discussion then occurred on the possibility of the company having any claim of long standing and it was thought no such claim could be substantiated.

Mr. Coffin thought no such subject as back claims should be brought up. Nothing of the sort was in the proposition accepted by the council and should not be set in the road of their ordinance.

Mr. Coffin further stated that no such subject was mentioned when the other franchise was granted to the Citizens company. After further discussion Mr. Healy stated that the council was mixed ever since the first proposition for lights was made by the Citizens Co. He found quite a number of friends in that statement and a motion to refer the matter to the individual members of the city attorney was cleared up and was offered and carried.

An ordinance amending the sidewalk ordinance was read and placed on the passage. The amended ordinance provides that all sidewalks within the fire limits shall be the width of the space between the property line and the curb and shall be constructed of stone. An ordinance to repeal the back ordinance was offered and a motion to refer was lost.

The ordinance was then put on its passage by motion, and afterward referred to the city attorney and judiciary committee. The objection part of the back ordinance is the license of \$1.00. Although the original ordinance was asked for by the back ordinance while in motion he was allowed to withdraw it at the same time in many instances it worked a hardship. The question of grading Market street in readiness for paving then came up. The city attorney thought it best to have the work done by contract in order to pay for it in bonds. There seemed to be a question as to whether the street commissioner could do the work on account of its coming under the head of a contract of more than \$100. On motion it was agreed to let the contract to the lowest bidder. On motion the contract was let in accordance with the last motion to Mr. Riley for \$2k.

Mr. Davidson asked an option in paving the street of the Wichita and Suburban track railway.

ed to pave with stone, brick, granite or other suitable block pavement in accordance with the specifications drawn up by the city engineer.

Mr. Coffin thought an ordinance would be necessary amending the present franchise. The council held differently and

construed the motion as merely a privilege granted, which might be reversed at will by the council.

On motion the council went into executive session inviting the reporters to remain.

THE SESSION.
On motion bids for paving Main street from Lewis to Park from the curb to the street ca track were opened and read as follows:

BARBER ASPHALT COMPANY.
Grading.....\$.38
Curbing sandstone four inches......55
Curbing repaving and gutters......14
Repaving old paving and gutters......19
Paving triad asphalt......2.50
Keeping in repair after five years......1.50

MELBAE & KEPLER.
Grading......38
Curbing new......55
Curbing repaving......15
Repaving old gutters and paving in concrete......30
Paving, Fort Collins sandstone......2.63
Paving, Colorado sand stone......2.35

E. H. RILEY & COMPANY.
Grading......38
Curbing, new sandstone......55
Curbing, new lime stone......75
Curbing, repaving on sand......15
Repaving old paving and gutters......19
Repaving old pavement and guttering on sand......20

On concrete......40
Paving sandstone 4 in......2.63
Verified brick, Atchison or Galesburg 2.25
Gravite......2.03
Wichita verified brick, lower course......1.75
Wichita brick......2.03

The last figure subject to following conditions: Mayor and three councilmen with engineer to approve the clay. Then bidders propose to establish a plant here to cost not less than \$25,000 and employ seventy-five to one hundred men.

COLLINS E. NEWTON.
Grading.....\$.22
Curb, new, sandstone 4 in......59
Curb, artificial......59
Paving, Colorado sandstone......1.88
White cedar on concrete......1.59
White cedar on sand......1.59
Stone pavement guaranteed for ten years, then for five years after......1.01

On the suggestion of Mr. Glaze the following communication was read and received: The Mayor and Council of the City of Wichita, Kan.

Gentlemen—Having a company formed looking to the establishment within the city of a plant for the manufacture of all kinds of brick and tile, we believe if the council will give us reasonable time to perfect our arrangements and verify estimates already made with our clay in making paving brick, that at the end of say ten days, by which time it is possible some plan of adjustment may have been reached with the street car company, we will be able to submit a proposition here by which such a plant can be secured, and our streets paved with vitrified brick at a cost of from one-third to one-half less than with any other material now contemplated, and the money thus judiciously expended will all be disbursed in the benefit of our community. Respectfully submitted, S. E. JOCELYN, W. M. BEHRING.

A resolution to pave Main street with the Fort Collins sand stone was offered and carried. The lineal feet on Main from Lewis to Park number 12,900. The feet in favor of asphaltum number 6,646. The balance of 7,344 is divided among other pavements. Mr. Downing stated that the asphaltum majority was 922 feet not counting the lineal feet in the intersections.

A motion to award the contract to Mulvane and Kepley, they being the only and lowest bidders on Fort Collins sandstone, was offered and carried. The motion does not include grading.

Mr. Collins said his vote was guided by the engineer's statement that the Fort Collins sandstone was the best pavement.

The engineer said he had no judgment on the samples of stone before the council at the moment, because he had not seen the samples before.

On motion the grading was let to Collins E. Newton for 22 cents. On motion it was decided to pave First street between Market and Main with asphalt, and the contract was awarded to the Barber asphalt paving company at \$2.80.

Some of the members were under the impression that the council could not legally let a contract in executive session.

On motion bids for curbing First from Main to Market and Main street were opened and read, as follows:

JAMES E. FLOWER.
Main street from Park to Lewis, artificial stone; 54c.

G. W. SUMPTON.
Main and First street from Main to Market; 52c.

A resolution to award the curbing contract for Main and First streets for 49 cents to Riley & Co. was offered and carried.

Messrs. J. C. Redfield, W. A. Reed and John Vandine were appointed appraisers and confirmed.

No further business coming up the council went into open session and adjourned.

A CANCER EXPERT.
It may not be known that we have a successful cancer doctor among us in the person of ex-Police Commissioner M. S. Rochelle. Yet such is undoubtedly the truth. Mr. Rochelle is not advertising himself nor offering his services, but some of the physicians of this city are cognizant of the fact that Mr. Rochelle by the application of a receipt long been in his family, has effected some wonderful cures, among which was one upon his own person. In passing along the street the other day he noticed that Mr. Clark Little had a cancer developing close to his mouth and which would if Mr. Little would submit, Mr. L. most readily gave his consent as a result of the treatment yesterday morning the cancer was removed bodily, as a dead substance two inches or more in length, an inch and a half in width and from a half to three-fourths of an inch thick. Mr. R. says there has been cancer in his family for two or more generations back and that the receipt which he uses has removed a cancer from a number of its individuals including one from his mother. The one taken from Little is a frightful and malignant looking affair.

LINGERED IN THE METROPOLIS.
Major W. K. Roberts, that prince of good fellows who served Governor Hovey's party as master of ceremonies, spent the afternoon on Saturday with old friends E. T. Allen and J. D. Hutchings on College hill. He was delighted to lay aside the red tape of official duty and spend a quiet afternoon with old time friends. Major Roberts has travelled extensively in all parts of the country and is conversant with the development of all our western cities. This gives particular force and value to the statement made to his friends, viz: that Wichita presents now the brightest outlook of any city in the west. She occupies a territory capable of supporting a city of more than a hundred thousand inhabitants, and he thinks there is no reason why her growth should not be rapid and continuous. The improvement since his last visit, two years ago, is a revelation. He pronounces it a clear example of western pluck and enterprise. We appreciate his estimate of Wichita and hope to see him again.

The poem appearing Sunday morning, "An Outing in the Sierra Madre," was the production of E. P. Ford, his signature by some oversight having been omitted.

UNITED STATES COURT.

Lane Sentenced to Five Years in the Penitentiary—The Townsley and Winters Case.

At 9 o'clock yesterday morning business was again resumed in United States court. Charles Lane was brought into court as accused in business, and commenced and his attorneys made a motion for a new trial on the ground that evidence was suppressed. It was also contended that the law under which Lane was found guilty was misapplied and that the verdict was not in accordance with the law and evidence. Mr. Violet presented the case to the court and was followed by Attorney Grider who made a strong plea for his client. Judge Foster explained his position and gave his authority for construing the law as he had done. He permitted the attorneys to file a bill of exceptions.

The judge then called upon Lane to stand up and asked him if he had anything to say before the sentence was passed upon him. The prisoner made a strong talk in his own behalf in the course of which he said that the girl had repeatedly thrown herself in his way; saying that she was over sixteen years of age, and wound up by asking the judge to be lenient in passing sentence and to take into consideration the fact that the prisoner was a young man.

During the prisoner's talk his gray-haired father sat near him weeping bitterly. Judge Foster then told the prisoner that his little speech had saved him five years of prison life, for while he believed the crime to be one not far removed from rape he would place all doubts in the prisoner's favor. He then sentenced Lane to five years in the penitentiary.

Business in the Townsley and Winters case was then resumed.

Mr. Quinn was placed on the stand and after the preliminary remarks as to residence, etc., said he heard the shooting and on rushing into the store saw Stevens staggering and trying to clutch at some boxes. He rushed up to the wounded man who said, "Help me to my feet." This the witness could not do and Stevens fell. Saw a pistol lying on the floor; but on turning a second time to get it saw that it was gone.

E. H. DeVore, city marshal of Guthrie, then testified. Said he heard the shots fired about 10 o'clock. Was eating dinner at the time. Arriving at the scene of the shooting saw a crowd present and a man lying on the floor. Recognized the man as Stevens. Went around to back part of the store building and arrested Townsley. Did not see any blood on Townsley's hands when he was arrested.

Jesse Graham, of Guthrie, was then called. Said he was acting as policeman on the day of the shooting. Searched the sleeping rooms of Townsley and Winters and found a revolver with one empty shell in cylinder.

Charles Taylor testified to being with Stevens just prior to the shooting and that he saw Stevens several drinks together. Said Stevens was running a joint at the time he was killed.

E. P. Kelly, another policeman, was then called. Testimony immaterial.

Mr. Townsley, a brother of the defendant, was then called. Said he was a partner in the store with Winters. Related the occurrence in the morning. Said the store was over the title to some lots. Was not present at the time of the shooting. Court then adjourned until 2 o'clock p. m.

AFTERNOON SESSION.
On taking up the Townsley and Winters case again, Henry Keifer was placed on the stand. Was present when the shooting occurred, as he was bookkeeper for the firm. Stevens entered the store and asked for a book which he said had been stolen with the other goods. Spoke to Winters, who said he would try to find it. Failing in the search, Stevens became angry and called them four names. Dr. Townsley appeared at this time on the scene and Stevens pulled a revolver from his pocket and said: "You are gray haired, and I will kill you." While lowering the weapon it exploded and the bullet went through the roof. On cross-examination Keifer acknowledged that at the time of the killing he had refused to make a statement of the case, and had been placed in jail for contempt of court in refusing to testify at the preliminary examination.

Mr. Winters testified to the stand. Had lived in Guthrie since the 22nd day of April, the opening day of Oklahoma. Said that Stevens and himself had trouble over some personal property and that he made the claim in opposition to Stevens in good faith. Was in Guthrie the 6th day of August but did not know anything about the trouble between the Townsleys and Stevens at that time.

Stevens came into the store he was engaged in putting up a bill of goods for some customers. Said Stevens said some insulting remarks to him and a clerk who was in the store. Winters walked away from Stevens when he commenced his insulting remarks but he did not leave the premises or he would call an officer. Stevens then turned his attention to Townsley. The witness did not pay any attention to the talk, but on hearing angry words come from Stevens he looked and saw the latter pull his revolver and brought it up in the air but the weapon exploded before he could take aim.

Stevens then drew a revolver and shot Townsley when Stevens fell. When asked what he did when the shot was fired Winters answered and he stood in his tracks and was simply paralyzed. Before he could regain his senses a large crowd had gathered. Knew that two weapons were kept in a desk in the store and on being shown the contents of the store readily recognized them. Did not know anything about the whereabouts of Doctor Townsley until a moment before the shots were fired. Said he was about ten or twelve feet from Stevens when the latter pulled his revolver. Mr. Perry asked him if he saw the revolver in Stevens' hand and was in the store before them. The attorney held up a key at about a distance of eight feet from the witness and asked him if he could recognize what he held. Winters replied and said he held a pencil. Perry then showed that he held a pencil and asked the witness if he could see the revolver at a distance of twelve feet. Winters replied that he could.

Mr. Townsley then testified in his own behalf. Entered into a detailed account of his life since he removed from Booneville in 1893. Told about the affair in the morning between the witness, his brother and Stevens. Said that he (the witness) had a small pen knife in his hand when the trouble occurred with which he was armed. He said that Stevens pulled a revolver and asked him to put up that knife or he would "shoot him." Witness then put the knife in his pocket and walked away. Stated that Stevens called him all manner of names when the trouble occurred in the morning. The witness then commenced to tell what had happened in the store and the witness burst into tears and was for a few minutes unable to speak.

Was asked the question if he had a hatchet in his hand at the time he encountered Stevens in the store and said he might have carried the hatchet into the front part of the store, as he was engaged in packing boxes in the rear end of the store when Stevens entered the building.

Said if he did carry the hatchet into the front part of the store the act was done unintentionally. The witness then illustrated how Stevens pulled the revolver from his pocket, and also the position the dead man was standing in when the fatal shot was fired. Stevens then threw up one hand and tried to clutch at some boxes, at the same time dropping the revolver out of the other hand. The witness said he took the revolver with which the shooting was done and put it into his trunk. After putting the revolver into the trunk he gave himself up to the marshal. On cross-examination by Perry the witness was asked why he carried the hatchet into the front part of the store, when he answered that he heard angry talk and went forward to see what the trouble was, unconsciously carrying the hatchet. Did not remember when he let the hatchet fall to draw his revolver.

Mr. Wallace, of this city, was then sworn, and was formerly residing in Sedalia, Mo., and there became acquainted with Townsley and his family. Said his reputation was good.

W. A. McNeese, of this city, was also called. Said he was in the carriage business and had formerly resided in Sedalia, Mo. Resided there from 1887 to 1888, and during that time made the acquaintance of the defendant, Townsley. Also testified to his reputation being good, and that the defendant and his family enjoyed the reputation of being law-abiding and peaceable citizens.

Mr. Townsley, a brother of the defendant, was then placed on the stand, but his testimony was immaterial.

J. H. Brown was called and testified to a conversation which took place between deceased and himself on the day of the shooting, wherein Stevens said he was going to have the property that belonged to him if it was possible.

Dr. Patton was then recalled by Mr. Perry, and related more particularly the position of the wound and where the bullet emerged.

The testimony was then closed and an intermission of five minutes was taken.

Attorney Campbell opened the arguments for the government. Mr. Campbell treated the case in a fair and impartial manner, reviewing the testimony and showing that the defense had not made a point in their favor or had not broken down the testimony of any one witness which the prosecution.

Bill Hackney, also for the government, followed Mr. Campbell. He also made a strong, eloquent speech and summed up the testimony which had been presented by the defense. He stated up some of the witnesses and said that their shares were false, without foundation, and had been made up before they entered the court room. Mr. Hackney spoke in a forcible manner, and said that the whole evidence showed that the deceased had been foully murdered in that store, and that all the parties were equally guilty.

George D. Orner opened the arguments for the defense. He opened up by saying that his predecessor did not believe a word he said; that he simply made that talk for effect, and that it was one of his strong points to abuse witnesses who were arrayed against his side. The attorney then dwelt on the reputation of the defendants and on the character of the deceased. The passing from this he reviewed the testimony and wound up by saying that if the jury brought in a verdict of not guilty every honest citizen of Oklahoma would say "amen," but if they brought in a verdict of guilty every desperado and bunco stealer in that land would clap their hands with joy.

Mr. Dale followed and made his plea for the defendants. He said the witnesses for the defense had shown the defendants to be not guilty beyond a question of doubt and that they had committed no crime. Mr. Dale spoke of the witnesses that the prosecution had placed on the stand saying that one was a half-breed, another was a man who was half drunk when he took the stand and that another had walked out of a gambling den to the place where the shooting occurred and who had testified that the deceased was a good friend of his. Passing from this Mr. Dale spoke of the fact that money had been freely spent to procure witnesses to cover up the stand and swear away the life of innocent men. He then in an eloquent manner reviewed the whole facts of the case before, after and at the time of the shooting and pleaded for the acquittal of the defendants in a forcible speech.

District Attorney Perry in closing his arguments dwelt on the row which had taken place in the morning. He said that leaving the presence of the dead man that morning there had dwelt in the heart of the defendant Townsley and it was fanned into a flame by the laughs of the crowd who had at that time gathered. "This flame," continued the attorney, "was still in the heart of Townsley when he saw Stevens in the store and at the sight of the man it got beyond his control and led him into the shooting of an unarmed man." Mr. Perry then entered into the minute details connected with the shooting and for the space of twenty minutes eloquently and clearly entertained the jury with a thorough review of the testimony introduced, closing, by asking them to do the duty in the case before them. Adjournment was then taken until 2 p. m.

EVENING SESSION.
At 8 o'clock Judge Foster charged the jury in the Townsley and Winters case when they retired to the jury room.

The case of Comes-as-it-Rains, charged with the murder of her husband, John McDonald, a half-breed, was then called.

Assistant United States Attorney Hogan presented the case to the jury in behalf of the government and Attorney Hackney told the jury what the witnesses for the defense would prove.

Comes-as-it-Rain was indicted for the murder of John McDonald. It appeared that she stabbed the man with a butcher knife in the arm.

The Indian agent and the agency physician represented to the United States attorney that death did not ensue from this wound. The physician dressed and tied up the wound and the man was on the highway to recovery. In the meantime one of the medicine men of the tribe prepared and gave the wounded man a dose of Indian medicine, which the physician says invariably produces death when administered to a patient in an exhausted condition. This being McDonald's state from loss of blood from the wound inflicted by Comes-as-it-Rain, the Indian medicine caused death rather than the wound. In this condition of affairs, and it being clear that the evidence would only show the defendant guilty of an assault with a deadly weapon, it was agreed that the jury should return a verdict to that effect.

When Mr. Perry had stated the above facts to the court it was agreed to withdraw the witnesses and submit the case to the jury for their verdict. The latter returned their verdict without leaving the box, which was that the defendant was guilty of assault with a deadly weapon.

Judge Foster upon being presented with the fact that the defendant was in a delicate condition sentenced her to six months in jail.

The Devine and Clark case was then called. Messrs. Markland and Enoch represented the defendants while Assistant United States Attorney